

CONTRACT

Spectrum Reach
200 Public Square
Suite 2510
Cleveland, OH 44114
USA
(440) 746-8000

And:

SRCP Media c/o FSN
1440 S. Sepulveda Blvd
W1441
Los Angeles, CA 90025

<u>Contract / Revision</u> 186114 /		<u>Alt Order #</u> 154819
<u>Product</u> Political CIA - Dewine for Ohio		
<u>Contract Dates</u> 04/20/18 - 04/22/18	<u>Estimate #</u> Schedule B	
<u>Advertiser</u> Dewine for Ohio		<u>Original Date / Revision</u> 04/17/18 / 04/17/18
<u>Billing Cycle</u> EOM/EOC	<u>Billing Calendar</u> Broadcast	<u>Cash/Trade</u> Cash
<u>Property</u> FSSTO	<u>Account Executive</u> Rob McMullen	<u>Sales Office</u> National-HTS-S
<u>Special Handling</u>		
<u>Demographic</u> Households		
<u>Agy Code</u> 1147	<u>Advertiser Code</u>	<u>Product 1/2</u> Political CIA - D
<u>Agency Ref</u>		<u>Advertiser Ref</u>

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	Rtn	Type	Spots	Amount				
N 1	FSSTO	04/20/18	04/22/18	INDIANS RS IG	VARIOUS		:30				NM	4	\$30,000.00				
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>	<u>Spots/Week</u>				<u>Rate</u>								
	Week:	04/16/18	04/22/18	----FSS	4				\$7,500.00								
Totals													0.00			4	\$30,000.00

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
03/26/18 - 04/22/18	4	\$30,000.00	(\$8,325.00)	\$21,675.00
Totals	4	\$30,000.00	(\$8,325.00)	\$21,675.00

Signature: _____ **Date:** _____

Accepted for Agency/Sponsor _____
 Accepted for Cable Programming Service _____
 VP/General Manager And/Or General Sales Manager _____
 Date _____

1. BILLING AND PAYMENTS

The Cable Programming Service ("CPS") will, from time to time at intervals following exhibitions hereunder, bill Agency on behalf of Advertiser at the address on the face of hereof. Agency shall pay CPS thereon at the address on the bill on or before the 30th day of each month following that in which the exhibition occurred or such other date as may be specified in the invoice. Time is specifically made at the essence in the performance of Agency's and Advertiser's payment and other obligations hereunder. Delinquent accounts shall bear interest at the rate of ten percent (10%) per annum. If CPS institutes any legal action to collect a delinquent account, then Advertiser agrees to pay CPS for all cost thereof.

2. LIABILITY FOR PAYMENTS

Agency is acting as an agent on behalf of its advertiser client, a disclosed principal, either named on this form or otherwise identified to media company. Agency will only be liable for the cost of the advertising purchased and other obligations to media company to the extent Agency has been paid by the advertiser for any such amount payable to the media company. For amounts not paid to Agency, media company will look solely to advertiser for payment. Advertiser remains liable to media company to the extent media company has not recovered from Agency any amounts owed to media company on behalf of advertiser. Any terms in your invoices, documents or rate cards to the contrary are of no force or effect. Any modifications to this form made by media company are of no force or effect.

3. TERMINATION

(a) Unless otherwise specified on this Contract, either party may terminate this contract, for any reason, upon given the other party at least 28 days' prior to notice; provided, however, if notice is given at Agency, termination shall not be effective until after 28 consecutive days of exhibition hereunder. If Agency so terminates this contract, Agency shall pay CPS at the earned rate for all exhibitions pursuant to this contract through the date of termination.

(b) CPS may, upon notice to Agency, terminate this contract at any time: (i) upon material breach by Agency, including, without limitation, CPS's failure to receive timely payment on billing; or (ii) if Advertiser's or Agency's credit is, in CPS's reasonable opinion, impaired. Upon such termination all unpaid, accrued charges hereunder shall immediately become due and payable and Agency shall also pay, as liquidated damages, a sum equal to that which Agency would have been obligated to pay hereunder if, on the date on which CPS gives such notice of termination, Agency had given notice of termination pursuant to Paragraph 3(a) hereof effective at the earliest date permitted thereunder.

(c) Agency may, upon notice to CPS, terminate this contract at any time upon material breach by CPS. Upon such termination, CPS shall pay as liquidated damages, a sum equal to lessor of the following: (i) the actual, noncancellable out-of-the-pocket costs necessarily incurred by Agency through date such termination and that arise directly from the placement of the announcements or programs hereunder; provided, however, that if any part of such announcements or programs have been exhibited, then CPS's obligation to reimburse said costs shall be reduced pro rata, or (ii) the total which would be due to CPS hereunder if, on the date on which Agency gives notice of termination pursuant to Paragraph 3(a) or had given notice under Paragraph 9 hereof. Except as expressly set forth in the preceding sentence, CPS shall not be liable to Agency or Advertiser for any claims, actions, losses, damages, liabilities, costs or expenses of any kind of nature whatsoever.

4. OMISSION OF EXHIBITION

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown or any other similar or dissimilar cause beyond CPS's reasonable control, CPS fails to exhibit any or all of the announcements or programs to be exhibited hereunder. CPS shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a schedule exhibition is made, a later exhibition shall be made at a reasonably satisfactory substitute date and time in which case Agency shall continue to pay all amounts due hereunder, and if no such time is available the time charges allocable to the omitted exhibition shall be waived; (ii) if a material part, but not all, of a scheduled exhibition is omitted, a later exhibition shall be made at a reasonable satisfactory substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of benefits of discounts, which it would have earned hereunder if the exhibition had been made in its entirety. In addition, if, for any reason whatsoever, including, without limitations, events that are beyond CPS's control or events that are without CPS's control, CPS fails to exhibit any or all of the announcements or programs to be exhibited hereunder. CPS's liability, if any, for such failure shall be limited to the time charges allocable to the omitted exhibitions.

5. PREEMPTIONS

CPS shall have the right to cancel any exhibition or portion thereof covered by this contract in order to exhibit any program or event that, in its sole discretion, it deems to be of public interest or significance. CPS will notify Agency of such cancellation as promptly as reasonably possible. If the parties cannot agree upon a satisfactory substitute date and time, the exhibition so preempted shall be deemed cancelled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay CPS any charges allocable to the cancelled exhibition.

6. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 4 and 5 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed rate (i.e., not a preemptable) rate, and it is so indicated on the face of this contract, CPS may preempt any such announcement at its sole discretion for any reason, and in the event of preemption or omission, Agency shall continue to pay full charge (no credit or refund will be given), but Agency shall be accorded another announcement or a reasonably satisfactory substitute date and time, at no additional charge therefor.

7. RATE PROTECTION

CPS reserves the right at any time(s) to change the rates, discounts or charges hereunder to conform to any rate card issued after the date of this contract ("New Rate Card"), provided that such changes will not be effective so as to increase the aggregate sums payable hereunder prior to the end of the rate protection period specified in the published rate card in effect on the date hereof ("Current Rate Card"), and further provided that the rate protection set forth in the Current Rate Card shall apply only if, and to the extent that, commencing no later than 30 days after the effective date of New Rate Card, announcements hereunder are exhibited weekly without interruption or lapse unless caused by CPS. Agency shall have the benefit (to be granted in the form of additional announcement time and not in cash) of any decrease in the aggregate sums payable hereunder beginning as of the effective date of the New Rate Card.

8. AGENCY MATERIAL

All announcement materials (and if so specified on the face of this contract all program materials, including talent) shall be furnished by Agency and delivered to CPS at Agency's sole cost and expense. Agency shall deliver all materials not less than 96 hours (exclusive of Saturdays, Sundays and holidays) in advance of exhibition. All materials furnished by Agency (i) shall not be contrary to the public interest; (ii) shall confirm to the CPS's then-existing program and operating policies and quality standards; (iii) are subject to CPS's prior approval and continuing right to reject or to cause Agency to edit such materials; and (iv) may be exhibited without infringing or otherwise violating the rights of others. CPS will not be liable for loss or damage to Agency's material or, even if accepted by CPS, for communications from others.

And additional material furnished by CPS either at Agency's request or because CPS, in its sole discretion, has determined such additional material is necessary, shall be furnished at Agency's expense and shall be in addition to charges set forth on this Contract. CPS's exercise of its right to refuse to exhibit any program or announcement a breach of this agreement, and CPS shall not be liable to Advertiser. If CPS shall fail to receive an acceptable announcement and/or program within the time provided for herein, CPS may repeat any previously approved announcement and/or programs available to CPS, or, if there are none, may telecast by audio only the name or identification or service to be advertised hereunder.

If Agency requests within 30 days of the last exhibition hereunder, CPS will, at Agency's expense, return Agency material to Agency. If Agency does not request, CPS has the right to dispose of all Agency material any time after 60 days following the last exhibition hereunder.

9. INDEMNIFICATION

Agency will indemnify, defend, and hold harmless CPS from and against all claims, action, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees and disbursements) that arise out of or result from the exhibition, preparation for exhibition or contemplated exhibition of materials furnished by or on behalf of Agency or furnished by CPS at Agency's request for use in connection with Agency's announcement or other program materials, and CPS will similarly indemnify, defend, and hold harmless Agency and Advertiser with respect to all other materials furnished by CPS. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this Paragraph shall survive the termination or expiration of this contract.

10. GENERAL

(a) CPS will exhibit the announcements or programs covered by this contract on the dates and at the approximate hourly times provided on this Contract.

(b) If this contract is with a recognized advertising agency, a commission not to exceed 15% will be allowed on all times charges unless otherwise provided on this Contract and provided CPS's bills are paid when due. If this contract is with a media buying service, all references herein to Agency shall apply to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.

(c) Agency shall not assign this contract except to another agency that succeeds to its business of representing Advertiser and provided such other agency assumes in writing all of Agency's obligations hereunder. Advertiser may upon notice to CPS change its agency, and only the successor agency shall be entitled to commissions, if any, on billings for exhibitions thereafter. CPS is not required to exhibit hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on this Contract.

(d) Notwithstanding any other provision of this Agreement, any specification or order for the telecast or nontelecast of Advertiser's material during a particular portion of the exhibited program or segment listed on this Contract shall be treated as a request only, and CPS shall not be obligated to comply with such request.

(e) Any taxes, whether federal, state or local, including sales and use taxes, that may be imposed upon or with respect to, any advertising exhibited pursuant to this Agreement that many be advanced to CPS on behalf of Agency shall be billed to Agency in addition to the amount otherwise payable.

(f) CPS at its sole discretion, shall determine the nature and extent of Advertiser's exclusive sponsorship, if any, of any program or segment.

(g) This contract contains the entire understanding between parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of California, where CPS's home office is located. When there is any inconsistency between these standard comments and provision of the face hereof, the latter shall govern. Failure of either party to enforce any of the provision of the face hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 5) shall be in writing given only by mail or fax, addressed to other party at the address on this Contract, and shall be deemed given on the date of dispatch. In the event of an alleged breach by CPS, Advertiser shall not be entitled to recover damages in excess of its out-of-pocket costs; no recovery for anticipated profits or damage to reputation of the Advertiser or its product or services shall be permitted.